IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.327 OF 2006

IN

SUIT NO.1574 OF 2006

Ashok Mittal, Proprietor of Light & Lighting. ...Plaintiff.

vs.

Centurion Bank of Punjab Ltd. & another. ...Defendants.

Mr.Swapnil Bangur i/b. A.G.Purohit, for Plaintiff.

Mr.K.H.Mody i/b. Haridas & Co., for Defendants.

CORAM: D.K.DESHMUKH,J.

DATED: 17th October,2006

P.C.:-

1. The plaintiff's suit is based on invoice at “Exhibit A”. The invoice is addressed to defendant no.1 but admittedly the order was not placed by defendant no.1 but was placed by defendant no.2. Thus, the written contract on which the plaintiff bases its claim can be between plaintiff and defendant no.1. But admittedly defendant no.1 has not placed the order, and there is no written contract between the plaintiff and defendant no.2. The defendants, obviously therefore, are

entitled to unconditional leave to defend the suit. The summons for judgment is disposed of. The defendants are granted unconditional leave to defend the suit. Written statement to be filed within a period of four weeks from today.